

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (hereinafter referred to as the "AGREEMENT") is entered into by GINA STONE, individually and as mother and next friend of her minor children, [REDACTED] [REDACTED] AND [REDACTED], on behalf of themselves, their agents, assignees, heirs, executors, administrators, beneficiaries, and trustees and the VILLAGE OF BERKELEY its predecessors and successors, and its past, present, and future affiliated entities, including the Village's past, present, and future officers, elected or appointed officers, any and all of its police officers, attorneys, employees, employee benefit plans, plan administrators, insurers, assignees, fiduciaries, heirs, executors, administrators, beneficiaries, trustees, and legal representatives (hereinafter referred to the "PARTIES").

The PARTIES do hereby release, acquit, and forever discharge each other, their insurers and the others' attorneys for and from any and all actions, causes of action, claims for damages, including, but not limited to compensatory damages, punitive damages, statutory penalties and/or any other liabilities, expenses, fees, attorneys' fees, interest, costs, or any other claimable sum of money or non-monetary remedy whatsoever, including any claims for any other relief which have or could have arisen out of any of the events of October 3, 2014, and any and all claims whatsoever which have arisen or could have arisen from the issuance and/or prosecution of citations issued to Gina Stone or any other occurrence whatsoever which have or could have arisen out of any of the events of October 3, 2014, whether presently asserted or otherwise, whether known or unknown, whether suspected or unsuspected, including, but not limited to:

- (a) Any and all claims which could have arisen under the United States Constitution, the Illinois Constitution, the Illinois Human Rights Act, and/or any other state, county, federal, or municipal statute, and
- (b) Any and all state law claims, including, but not limited to false arrest, wrongful arrest, malicious prosecution, false

imprisonment, assault, battery, discrimination, intentional or negligent infliction of emotional distress, defamation, invasion of privacy, personal injury, damage to or theft of property, conspiracy, conversion, and/or any tort claims..

In further consideration for the monies and benefits described herein, the PARTIES agree to refrain from filing any lawsuits against the each other for any claims for any relief which have or could have arisen out of any of the events of October 3, 2014, and any and all claims whatsoever which have arisen or could have arisen from the issuance and/or prosecution of citations issued to Gina Stone or any other claims whatsoever which have or could have arisen out of any of the events of October 3, 2014, whether presently asserted or otherwise, whether known or unknown, whether suspected or unsuspected.

The PARTIES expressly acknowledge and agree that they will not make any postings or writings on Internet, including any websites, blogs or social media, such as Facebook or Twitter, and acknowledge and agree that they will not speak to, write to or communicate to any member of the media, including all newspaper personnel, radio personnel, news reporters, and other persons related to the media regarding the terms of this settlement or the subject matter of the events of October 3, 2014, except as may be required by law. At no time will Gina Stone discuss the monetary amount of her settlement which will remain confidential, except that Gina Stone may communicate the fact of settlement and the content with her immediate family members, her attorneys, and her financial advisors or as otherwise required by law. If asked about her claim, Gina Stone is permitted to respond by simply stating that the matter has been settled or resolved. This paragraph is in no way intended to restrict the PARTIES with respect to any other past or future events, whether known or unknown, or to restrict the PARTIES from referencing the documentation and resolution of Circuit Court of Cook County Case No. 2014 M4 3066.

In exchange for the PARTIES' promises contained in this Agreement, which has been fully executed by the PATRIES herein, the Village of Berkeley, by and

through its insurer, IRMA, shall pay GINA STONE, individually and as mother and next friend of her minor children, [REDACTED] [REDACTED] AND [REDACTED] [REDACTED], a sum totaling the amount of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars by no later than seven (7) days from the execution of this agreement. Upon payment, GINA STONE shall acknowledge receipt of the above-described lump sum payment so as to constitute good and valuable consideration for the releases contained herein.

Further, the VILLAGE OF BERKELEY acknowledges and agrees that it has no outstanding citations issued to Gina Stone relating to her dog and that no new citations will issue to Gina Stone predicated upon the events of October 3, 2014 and further acknowledges that prior citations relating to Gina Stone's dog were litigated and no appeal was taken by the VILLAGE in Circuit Court of Cook County Case No. 2014 M4 3066. This paragraph is in no way intended to restrict the Village of Berkeley from enforcing its ordinances with respect to any other past or future events, whether known or unknown, whether suspected or unsuspected. This paragraph is in no way intended to restrict Claimants from enforcing their rights with respect to any other past or future events, whether known or unknown, whether suspected or unsuspected.

The PARTIES acknowledge that they have not relied upon on any statements or representations by each other or the others' attorneys with respect to the apportionment or tax treatment of the payment described in the above paragraph, and that they are responsible for all tax payments required under the law. In the event that any taxing body determines that amounts are taxable from the payment (or any portion thereof) provided for in the paragraph above, Claimants acknowledge and assume all responsibility for the payment of any such taxes and hereby agree to indemnify and hold the Village of Berkeley, and its insurer, IRMA, harmless for the payment of such taxes, the failure to withhold, and any interest or penalties imposed thereon.

The PARTIES acknowledge that this Agreement does not constitute an admission by either PARTY of any liability nor does it constitute an acceptance of

any assertion of non-liability by either PARTY whatsoever, but results from the PARTIES' desire to expeditiously resolve disputed issues of fact and law, and further acknowledge that the Village denies all any and allegations made and deny the existence of any violation of any Constitutional Right, law, statute, ordinance, regulation, common law, tort, or contract and further acknowledge that the Claimant does not accept the Village's denial.

The PARTIES agree that this Agreement may not be used as evidence in any subsequent proceeding of any kind except one in which one of the parties alleges a breach of the AGREEMENT.

The PARTIES also agree that:

- The PARTIES are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance, and have not been coerced, threatened, or intimidated into signing the Agreement;
- The PARTIES are represented by and have consulted with their attorney;
- The payment described above constitutes good and valuable consideration herein; and
- The PARTIES have read this Agreement and understand all of the terms herein.

The PARTIES hereto agree that this document may be fully executed by all parties in separate parts or by facsimile or emailed signatures.

Gina Stone, individually and as mother
and next friend of her minor children,
[REDACTED] and [REDACTED].

9/4/15

Date

Authorized Representative
of the Village of Berkeley.

Date